

Richard J. Rabin (RR-0037)  
Evandro C. Gigante (EG-7402)  
AKIN GUMP STRAUSS HAUER & FELD LLP  
590 Madison Avenue  
New York, New York 10022  
(212) 872-1000 (tel)  
(212) 872-1002 (fax)  
E-mail: rrabin@akingump.com  
egigante@akingump.com

*Attorneys for Defendants United Parcel Service,  
Inc., United Parcel Service of America, Inc. and  
United Parcel Service Co.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----  
KEITH MURRAY,

Plaintiff,

-against-

UNITED PARCEL SERVICE OF AMERICA, INC.,  
UNITED PARCEL SERVICE, INC., UNITED  
PARCEL SERVICE CO., THOMAS CLEARY AND  
JILLIAN DEDIER,

Defendants.  
-----

x  
:  
: INDEX NO. 08-CV-02160 (LAK)  
:  
: SUPPLEMENTAL INITIAL  
: DISCLOSURES OF  
: DEFENDANTS UNITED PARCEL  
: SERVICE, INC., UNITED PARCEL  
: SERVICE OF AMERICA, INC. AND  
: UNITED PARCEL SERVICE CO.  
:  
:  
x

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendants United Parcel Service, Inc., United Parcel Service of America, Inc. and United Parcel Service Co. (collectively, "UPS"), by and through their attorneys, Akin Gump Strauss Hauer & Feld LLP, hereby provide their supplemental initial disclosures to Plaintiff Keith Murray ("Plaintiff" or "Murray").

General Statement

1. By providing information pursuant to any provision of Federal Rule of Civil Procedure 26(a)(1), UPS does not concede the materiality of the subject to which it refers.

UPS's responses are made expressly subject to, and without waiving or intending to waive, any questions or objections as to the competency, relevancy, materiality, privilege, or admissibility as evidence or for any other purpose, of any of the information produced or identified in any proceeding, including the trial of this action or any subsequent proceeding.

2. UPS objects to the provisions of Rule 26(a)(1) to the extent that they demand information that is protected by the attorney-client or work product privilege.

3. Identification of any document that is privileged or is otherwise immune from discovery shall not constitute a waiver of any privilege or of any other ground for objecting to discovery with respect to that document or any other document, or its subject matter, or the information contained therein, or of UPS's right to object to the use of any such document or the information contained therein during any proceeding in this litigation or otherwise.

4. UPS is continuing to search for documents and information relevant to this litigation, and therefore reserves the right to supplement or amend its responses to each provision of Rule 26(a)(1), if necessary. UPS also reserves the right to object to the future disclosure of any such documents and/or information.

A. Individuals Likely to Have Discoverable Information

UPS identifies the following individuals who are likely to have discoverable information that UPS may use to support its claims or defenses. This list reflects information reasonably available to UPS at present. UPS reserves the right to supplement this information if additional or different information is obtained.

The following individuals are likely to have information concerning one or more of the following subjects: (1) Plaintiff's job responsibilities, duties and training as a UPS Driver; (2)



UPS's package delivery policies and procedures; (3) UPS's investigation into Plaintiff's package delivery practices; and (4) other relevant facts relating to Plaintiff's resignation from UPS.

1. Thomas Cleary  
UPS  
643 W.43<sup>rd</sup> Street  
New York, NY 10036  
Mr. Cleary may be contacted through UPS's counsel.
2. Jillian Dedier  
UPS  
643 W.43<sup>rd</sup> Street  
New York, NY 10036  
Ms. Dedier may be contacted through UPS's counsel.
3. Ralph Cotter  
UPS  
49-10 27th Street  
Long Island City, NY 11101  
Mr. Cotter may be contacted through UPS's counsel.
4. Michael Abatiello  
UPS  
643 W. 43<sup>rd</sup> Street  
New York, NY 10036  
Mr. Abatiello may be contacted through UPS's counsel
5. John Minogue  
UPS  
643 W.43<sup>rd</sup> Street  
New York, NY 10036  
Mr. Minogue may be contacted through UPS's counsel.
6. Clyde Brathwaite  
UPS  
4215 Boston Post Road  
Pelham, NY 10803  
Mr. Brathwaite may be contacted through UPS's counsel
7. Confidential Informant (whose identity will be disclosed pursuant to an appropriate protective order)
8. Roy C. Radzinsky, Jr.  
Grid Investigations

600 Old Country Road, Suite 300  
Garden City, NY 11530

9. Joseph Daley  
Grid Investigations  
600 Old Country Road, Suite 300  
Garden City, NY 11530
10. John Enyart  
Sprint  
6180 Sprint Parkway  
Overland Park, KS 66251
11. Mark Conner  
Asurion Insurance Services  
8880 Ward Parkway  
Kansas City, MO 64114
12. Gary Lenz  
Formerly employed by Sprint  
Current address unknown
13. Kouros Aliha  
Sprint  
565 Taxter Road  
Elmsford, NY 10523
14. Officer Theresa Figueroa  
NYPD  
Manhattan North Grand Larceny Unit  
530 W. 126<sup>th</sup> Street  
New York, NY 10027
15. Lieutenant Frank Zanieri  
NYPD  
Manhattan North Grand Larceny Unit  
530 W. 126<sup>th</sup> Street  
New York, NY 10027

B. Documents Relevant to Disputed Facts Alleged in Pleadings

UPS identifies the following categories of documents, described below, as documents that may be used to support its claims or defenses. Portions of these categories of documents may consist of confidential information, including information that is the subject of this lawsuit,

and may therefore necessitate entry of an appropriate protective order or agreement prior to their production. Again, this information reflects information reasonably available to UPS at this time, and UPS reserves the right to supplement this information if additional or different information is obtained.

UPS makes claims of privilege as to all communications between itself and its attorneys (attorney-client privilege), as well as to all documents created in reasonable anticipation of litigation (trial preparation, attorney work product, party communications, and witness statements), and all other applicable doctrines of privilege and work product. The categories of documents that UPS may use to support its claims or defenses are the following:

1. Documents relating to Plaintiff's employment with, and his resignation from, UPS.
2. Documents and other materials relating to the investigation of Plaintiff's package delivery practices and suspected involvement in a scheme to steal cellular phones.

C. Computation of Damages


Not applicable.

D. Insurance Agreement

There is no insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy such judgment.

Dated: June 18, 2008  
New York, New York

By:

  
Richard J. Rabin (RR-0037)

Evandro C. Gigante (EG-7402)

AKIN GUMP STRAUSS HAUER & FELD LLP

590 Madison Avenue

New York, New York 10022

(212) 872-1000 (tel)

(212) 872-1002 (fax)

E-mail: rrabin@akingump.com

egigante@akingump.com

*Attorneys for Defendants United Parcel Service,  
Inc., United Parcel Service of America, Inc. and  
United Parcel Service Co.*